

EXHIBIT A



WR Grace
 Bankruptcy Form 10
 Index Sheet

SR00000528

Claim Number: 00007032

Receive Date: 03/27/2003

Multiple Claim Reference

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
☐ PDPOC Property Damage
☐ NAPO Non-Asbestos Claim Form
☐ Amended

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
☐ PDPOC Property Damage
☐ NAPO Non-Asbestos Claim Form
☐ Amended

Attorney Information

Firm Number: 00272

Firm Name: Segal Stewart Cutler Lindsay Janes & Berry PLLC

Attorney Number: 00143

Attorney Name: Dennis F Janes

Zip Code: 40202-4251

Cover Letter Location Number: SR00000528

Attachments
Medical Monitoring

- ☐ TBD
☐ TBD
☐ TBD
☐ TBD
☐ TBD

Attachments
Property Damage

- ☐ TBD
☐ TBD
☐ TBD
☐ TBD
☐ TBD
☐ Other Attachments

Non-Asbestos☒ Other Attachments**Other**

- ☐ Non-Standard Form
☐ Amended
☐ Post-Deadline Postmark Date

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF Delaware		GRACE NON-ASBESTOS PROOF OF CLAIM FORM
Name of Debtor: ¹ W.R. GRACE & CO.	Case Number 01-01139	THIS SPACE IS FOR COURT USE ONLY
<p>NOTE: Do not use this form to assert an Asbestos Personal Injury Claim, a Settled Asbestos Claim or a Zonolite Attic Insulation Claim. Those claims will be subject to a separate claims submission process. This form should also not be used to file a claim for an Asbestos Property Damage Claim or Medical Monitoring Claim. A specialized proof of claim form for each of these claims should be filed.</p>		
<p>Name of Creditor (The person or other entity to whom the Debtor owes money or property): The International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 726</p> <p>Name and address where notices should be sent: Dennis F. Janes Segal Stewart Cutler Lindsay Janes & Berry, 1400-B Waterfront Plaza, 325 W. Main Street Louisville, KY 40202</p>		
Account or other number by which creditor identifies Debtor:	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from this bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the PLLC.	
<p>Corporate Name, Common Name, and/or d/b/a name of specific Debtor against whom the claim is asserted: W.R. Grace & Co.</p>		
<p>1. Basis for Claim</p> <p><input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Environmental liability <input type="checkbox"/> Money loaned <input type="checkbox"/> Non-asbestos personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other</p> <p>Labor Agreement effective 4-5-1993</p> <p><input checked="" type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below).</p> <p>Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) Retirement Plan of W.R. Grace & Co. - Conn Chemical Group (Owensboro Plant)</p>		
<p>2. Date debt was incurred: 11-18-1994</p> <p>3. If court judgment, date obtained:</p>		
<p>4. Total Amount of Claim at Time Case Filed: \$ Not capable of precise calculation</p> <p>If all or part of your claim is secured or entitled to priority, also complete Item 5 below. because all records are in possession of debtor.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<p>5. Classification of Claim. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.</p> <p><input type="checkbox"/> SECURED CLAIM (check this box if your claim is secured by collateral, including a right of setoff)</p> <p>Brief Description of Collateral:</p> <p><input type="checkbox"/> Real Estate <input type="checkbox"/> Other (Describe briefly)</p> <p>Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____</p> <p>Attach evidence of perfection of security interest</p> <p><input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM</p> <p>A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.</p> <p><input checked="" type="checkbox"/> UNSECURED PRIORITY CLAIM - Specify the priority of the claim.</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$4650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).</p> <p><input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).</p>		
<p>6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>8. Acknowledgement: Upon receipt and processing of this Proof of Claim, you will receive an acknowledgement card indicating the date of filing and your unique claim number. If you want a file stamped copy of the Proof of Claim form itself, enclose a self addressed envelope and copy of this proof of claim form.</p>		<p>This Space is for Court Use Only</p> <p>WR Grace BF.28.111.5504 00007032 SR=528</p>
<p>Date 3/25/03 Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):</p> <p>Dennis F. Janes</p> <p>DENNIS F. JANES, ATTORNEY AT LAW</p>		

REC'D MAR 27 2003

¹ See General Instructions and Claims Bar Date Notice and its exhibits for names of all Debtors and "other names" used by the Debtors.

SPECIFIC INSTRUCTIONS FOR COMPLETING GRACE NON-ASBESTOS PROOF OF CLAIM FORMS

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, there may be exceptions to these general rules.

This Proof of Claim form is for Creditors who have Non-Asbestos Claims against any of the Debtors. Non-Asbestos Claims are any claims against the Debtors as of a time immediately preceding the commencement of the Chapter 11 cases on April 2, 2001 other than Asbestos Personal Injury Claims, Asbestos Property Damage Claims, Zonolite Attic Insulation Claims, Settled Asbestos Claims or Medical Monitoring Claims, as defined on the enclosed General Instructions. More specifically, Non-Asbestos Claims are those claims against one or more of the Debtors, whether in the nature of or sounding in tort, contract, warranty or any other theory of law or equity for, relating to or arising by reason of, directly or indirectly, any injury, damage or economic loss caused or allegedly caused directly or indirectly by any of the Debtors or any products or materials manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed by one or more of the Debtors and arising or allegedly arising directly or indirectly, from acts or omissions of one or more of the Debtors, including, but not limited to, all claims, debts, obligations or liabilities for compensatory and punitive damages.

Administrative Expenses: Those claims for, among other things, the actual, necessary costs and expenses of preserving the estate as defined in Section 503 of the Bankruptcy Code that arose after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to Section 503 of the Bankruptcy Code. This form should not be used to make a claim for an administrative expense.

Secured Claim: A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property. Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right to setoff), the creditor's claim may be a secured claim. (See also Unsecured Claim.)

Unsecured Claim: If a claim is not a secured claim, it is an unsecured claim. Unsecured claims are those claims for which a creditor has no lien on the debtor's property or the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Nonpriority Claim: Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims.

Information about Creditor: Complete this section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the court which sent notice, or if this proof of claim replaces or amends a proof of claim that was already filed, check the appropriate box on the form.

1. **Basis for Claim:** Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.
2. **Date Debt Incurred:** Fill in the date the debt was first owed by the debtor.
3. **Court Judgments:** If you have a court judgment for this debt, state the date the court entered the judgment.
4. **Amount of Claim:** Insert the amount of claim at the time the case was filed in the appropriate box based on your selected Classification of Claim in item 5. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.
5. **Classification of Claim:** Check either Secured, Unsecured Nonpriority or Unsecured Priority as appropriate. (See Definitions above.)

Unsecured Priority Claim: Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See Definitions, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.
6. **Credits:** By signing this proof of claim, you are stating under oath that in calculating the amount of your claim, you have given the debtor credit for all payments received from the debtor.
7. **Supporting Documents:** You must attach to this proof of claim form, copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Be sure to date the claim and place original signature of claimant or person making claim for creditor where indicated at the bottom of the claim form. Please type or print name of individual under the signature. Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable".

RETURN CLAIM FORM (WITH ATTACHMENTS, IF ANY) TO THE FOLLOWING CLAIMS AGENT FOR THE DEBTORS:

Claims Processing Agent
Re: W. R. Grace & Co. Bankruptcy
P.O. Box 1620
Faribault, MN 55021-1620

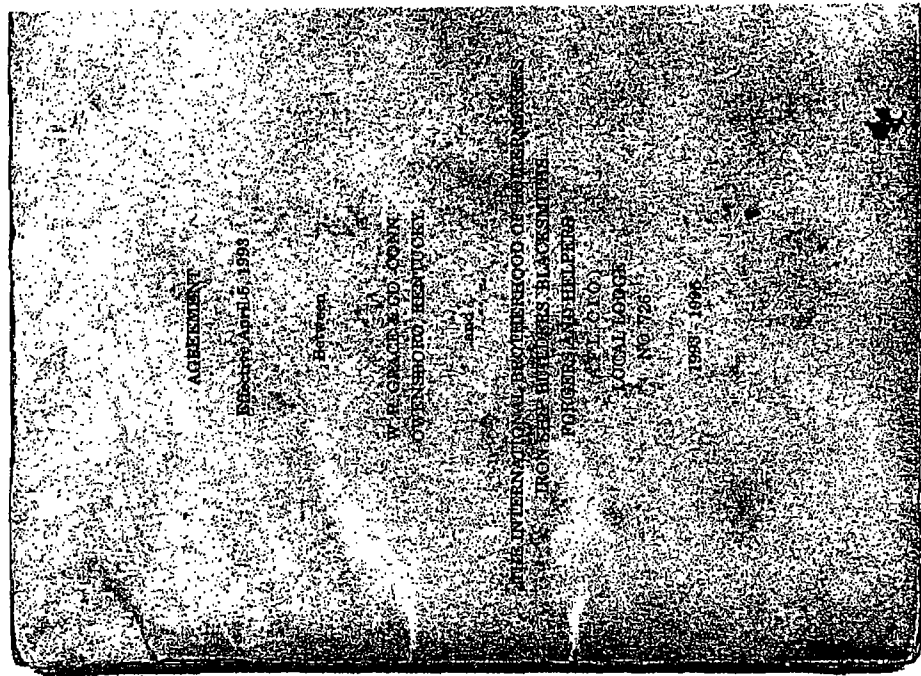
The Bar Date for filing all NON-ASBESTOS CLAIMS against the Debtors is March 31, 2003 at 4:00 p.m. Eastern Time.

ATTACHMENT TO PROOF OF CLAIM FORM

NAME OF DEBTOR: W. R. GRACE & CO.

CASE NUMBERS: 01-01139 and 01-01179

This claim filed on behalf of current, former, and retired members of Local Lodge 726 who are or were employed by the Debtor.



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John Clayton 270

1993 - 1996
AGREEMENT

Agreement between the Battery Separators division doing business in behalf of W. R. Grace & Co.-Conn., with a place of business in Owensboro, Kentucky, (hereinafter called the Company), and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, and its Local Lodge 726 (hereinafter together called the Union).

SCOPE AND CONDITIONS

(1) This Agreement contains all the conditions agreed upon and effective between the Company and the Union. It supersedes all previous Agreements, collectively or individually, between the Company and the Union. No agent or representative of either party has the authority to alter or modify it. No modifications shall be made, except by mutual consent of the parties in writing, nor shall either party be obligated to discuss or negotiate changes in or additions to its terms.

(2) The waiver of any breach of condition of the Agreement by either the Company or the Union shall not constitute a precedent for any further breach or condition.

(3) Any part of this Agreement which is or may become in violation of, or in conflict with the laws of the United States or of the Commonwealth of Kentucky, shall be null and void and shall be made to conform to such laws without voiding any other part. Masculine pronouns used herein shall refer to men and women or both and nouns and pronouns when stated in the singular shall include the plural and when stated in the plural shall include the singular, wherever appropriate.

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DEFINITION OF EMPLOYEE

(4) The terms "employee" or "employees" refer only to an employee or employees of the Company's Owensboro plant for whom the Union is exclusive bargaining agent.

PROBATIONARY EMPLOYEE

(5) The term "probationary employee" refers only to a production employee who has not completed fifty-five (55) calendar days or a maintenance employee or a control laboratory technician who has not completed fifty-five (55) calendar days since the date of his most recent hiring. A probationary employee may be laid off or discharged by the Company, and such layoff or discharge shall not be the subject of any claim or grievance against the Company.

(6) The probationary period that an employee has served shall be cumulative if said employee is rehired within six (6) months or less.

(7) If a former employee is rehired after having once been an employee for a period of at least one (1) year and then having terminated his employment not more than two (2) years before the date of being rehired, he shall be a probationary employee only until he has completed at least twenty (20) days of work since the date of being rehired.

RECOGNITION

(8) The Company recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance

employees and control laboratory technicians of the Company at its Owensboro, Kentucky plant, including shipping and receiving employees with respect to wages, rates of pay, hours of pay, hours of work and other conditions of employment except and excluding all office employees and plant clerical employees, professional employees, salesmen, sales engineers, sales servicemen, draftsmen, chemists, executives, foremen, guards, and all supervisors as defined in the Labor Management Relations Act, 1947.

MANAGEMENT RIGHTS

(9) The Management of the Company and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge, or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to layoff employees because of lack of work; the right to determine the extent to which the Plant shall be operated, and to change methods or processes, or to use new equipment; the right to determine types and quantities of products to be manufactured, to introduce new or improved products, methods, or facilities, and to extend, limit or curtail its operations, is vested exclusively in the Company.

(10) In no case shall the exercise of the above or any other rights of Management be in contradiction of terms and conditions expressed elsewhere in this Agreement.

NON-DISCRIMINATION

(11) The Company and the Union each agree to comply with applicable laws prohibiting discrimination against any employee because of Union membership, race, color, religion, sex or national origin, and both agree not to discriminate in the application of the terms and provisions of this Agreement.

UNION MEMBERSHIP

(12) All employees, except probationary employees, are entitled to become members of the Union upon the same terms except as to initiation fees and dues, as those upon which the original members were admitted. Probationary employees and persons in the excepted classifications are not eligible to become or to remain members of the Union.

(13) All employees as specified in (a) and (b) below shall be required to join the Union, and having joined shall, except as otherwise provided by law, remain members in good standing in the Union as a condition of employment within the bargaining unit:

- (a) Employees who are not probationary employees - after the expiration of thirty-one (31) days from the date this Agreement becomes effective;
- (b) Probationary employees - upon the expiration of their probationary period or after the expiration of thirty-one (31) days from the date this Agreement becomes effective, whichever occurs later.

VOLUNTARY CHECKOFF OF UNION DUES

(14) On the first pay day of each month, the Company will deduct the monthly dues, in an amount as certified by the Secretary-Treasurer of Local Lodge 726, from the pay, if any, then due to employees who are members of the Union and whose written authorization therefore, in the form attached to this Agreement and marked Appendix A, has been submitted to the Company by the twentieth day of the month preceding the month in which such deductions are to begin. The Company shall remit, no later than the Tuesday next following such pay day, to the Secretary-Treasurer of Local Lodge 726 the sums thus deducted and the names of the employees for whom deductions were made.

(15) All such written authorizations or written revocations shall become effective the month next following the month in which the Company receives such written authorization or such written revocations.

(16) The Union shall indemnify the Company and save it harmless against any and all claims, demands, suits, penalties, or other forms of liability that shall or may arise out of the deductions, heretofore or hereafter made from the wages of employees, for Union dues or assessments, or that shall arise out of or by reason of action taken or not taken by the Company in reliance upon or in reference to checkoff authorizations furnished by the Union, or for the purpose of complying with any of the provisions of this Article.

APPENDIX A AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize W. R. Grace & Co.-Conn. to deduct from any wages earned or to be earned by me, as your employee, and assign to Local Lodge No. 726 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the sum of \$ _____ per month in payment of membership dues, or such amount as may hereafter be established by the Union, in accordance with its Constitution and By-Laws, and become due to it as my membership dues in said Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the current agreement between the Employer and the Union, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year, each or for the period of each succeeding applicable agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

Executed at _____ this _____ day of _____, 19____.

Employee's Signature

Employee's Clock Number

GRIEVANCE PROCEDURE

(17) A grievance is defined as any controversy between the Company and Union, or between the Company and any of its employees, involving an alleged violation of this Agreement. An earnest effort shall be made to initiate settlement of grievances as quickly as circumstances permit.

(18) The Union will designate Stewards who shall attempt to adjust grievances in accordance with the grievance procedure outlined below. The Union Stewards shall consist of (a) one (1) employee in each of the seniority groups defined in Paragraph (47) and working on the day shift, plus (b) one (1) employee working on the evening shift and one (1) employee working on the night shift for each Foreman currently assigned to those respective shifts. The President of the Local Lodge 726 will keep the Company advised of the names of the current Union Stewards, and his appointed representative (grievance hearings only) for each area. These designated Union officials, provided they have first obtained the permission of their Foreman, may leave their job to handle a grievance or conduct necessary Union business. They will be paid only for such time as is spent in processing or investigating grievances in accordance with the terms of this Agreement and which time occurs during their regularly scheduled working hours.

(19) In no event may the Company or any of its representatives make a settlement with one or more employees pertaining to the terms and conditions of this Agreement without giving a Union Steward, or other authorized representative of the Union, an opportunity to be present.

(20) Nothing in this Section precludes the informal settlement of minor matters between an employee, or one or more Union Stewards, and a Company representative, so long as the settlement does not pertain to the terms and conditions of this Agreement.

(21) If an employee believes that the Company has violated any provision of this Agreement, he will discuss the matter with the appropriate Foreman within three (3) working days after the incident occurred. If a number of employees have a common grievance and wish to discuss it with the Company, one (1) of them shall act as the aggrieved employee and report the matter to the Foreman. If no settlement is reached, then the aggrieved employee will meet with his Union Steward and the Foreman within three (3) working days after the incident occurred and make an earnest effort to settle the matter informally.

For purposes of Paragraph (21) and (22), the term "working day" shall be defined to mean a day in which the aggrieved employee is scheduled to work his regular shift. A working day does not include any day in which the aggrieved employee does not work for any reason including sickness, vacation, holidays, leave of absence, or a day he is not scheduled to work.

(22) Step 1: Any matter not so settled within five (5) working days after the incident occurred shall be submitted to the Foreman in writing on a grievance form provided by the Company listing all the important known facts pertaining to the grievance. Upon receipt of the written grievance, the Foreman shall have up to two (2) working days to meet with the employee (or the

representative of the aggrieved employees) and the Union Steward, and give his written reply. The Foreman will also submit two (2) copies of his reply to the President of the Local (or his appointed representative).

Step 2: If the Union wishes to process the grievance further, the appropriate Department Manager shall be notified in writing within two (2) working days after receipt of the Foreman's Step 1 decision. Within one (1) working day thereafter, the Department Manager (or his appointed representative), the Foreman, and the Union Steward; the President of the Local (or his appointed representative), and the aggrieved employee (or the representative of the aggrieved employees) will meet and attempt to settle the grievance. The Department Manager (or his appointed representative) will give his decision in writing to the Union within two (2) working days after the close of the discussions.

Step 3: If the Union wishes to process the grievance further, the Union may initiate Step 3 proceedings by notifying the appropriate Department Manager in writing of its intentions within two (2) working days after receipt of the Step 2 decision. Within two (2) working days after such notice to the Department Manager, the Union and the Department Manager will simultaneously exchange, and submit to the Plant Manager copies of brief stating:

- (a) The issue of the case
- (b) The important known facts

- (c) The terms of the Agreement involved
- (d) Arguments
- (e) The action desired

Within two (2) working days after receiving the above briefs the Plant Manager (or his appointed representative), the Department Manager, and the Foreman will meet with the President of the Local (or his appointed representative) and up to four (4) other members of the Negotiation Committee, and/or the Union Steward, and/or the aggrieved employee (or the representative of the aggrieved employee), and/or a representative of the International Union and attempt to settle the grievance. Within five (5) working days after the termination of discussions the Plant Manager (or his appointed representative) will give his decision in writing to the President of the Local.

(23) In case of a grievance concerning a discharge, the term "aggrieved employee" as used in this Section shall mean the person discharged.

(24) Should the Company have any grievance, an earnest effort will be made to settle the grievance in the following manner:

Step 1: By discussion between representatives of the Company and an authorized representative of the Union.

Step 2: By discussion between a representative of the Company and a representative of the International Union, if the grievance is not settled within fifteen (15) working days by Step 1 procedure and if the grievance is presented to the Union within five (5) working days after Step 1 proceedings have been exhausted.

(25) Neither party shall be obligated to discuss or consider a grievance which is not submitted within the appropriate time limits specified in Paragraphs (21), (22), (24), or (27), except where an extension of time has been agreed upon in writing by the President of the Local and the Company, in which event failure to pursue the grievance within the extended time shall likewise relieve both parties of any obligation. Failure of the Company to meet any applicable time limit specified in Paragraph (22), or proper extension thereof mutually agreed upon in writing, will allow the grievance automatically to proceed to the next step in the grievance procedure, if any.

(26) After a warning of any kind has been in an employee's record for a period of fourteen (14) months, it shall automatically be removed.

ARBITRATION

(27) If the grievance is not adjusted satisfactorily in Step 2 or 3 of the applicable grievance procedure, then the matter in dispute may be referred to arbitration by either party notifying the other party in writing within fourteen (14) calendar days thereafter, stating the matter to be arbitrated. Any grievance which is arbitrable under the terms of the Agreement which is properly appealed to arbitration shall be arbitrated by an arbitrator from a five-person panel of permanent arbitrators as selected by the Company and Union. Arbitrations under this Agreement shall be alternated between said arbitrators in the order named, each such arbitrator acting as the sole arbitrator in each case assigned to him. In any case where the arbitrator is unable or unwilling to act, then the Company and the Union may mutually agree to proceed with the next arbitrator in rotation.

and then return to the by-passed arbitrator for the next successive case. In any case where all said arbitrators are unable or unwilling to act, then the arbitrator for that case will be selected by the parties requesting the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to act as arbitrator. Within five (5) working days after these names are submitted, the arbitrator shall be chosen by the Union and the Company alternately striking one name from the list until only one name remains.

(28) The arbitrator shall give hearing to the parties after reasonable opportunity to make appropriate investigations and prepare evidence, and shall thereafter render his decision in writing to the parties hereto. The hearing shall be conducted by the arbitrator within sixty (60) days after he accepts the arbitration assignment, and under the Voluntary Arbitration Rules, then obtaining, of the American Arbitration Association insofar as those rules relate specifically to the conduct of the hearing.

(29) The expenses and fee of the arbitrator shall be borne and paid one-half (1/2) by the Union and one-half (1/2) by the Company.

(30) Except as expressly provided in this Agreement, a decision of the arbitrator in respect to any grievance which shall properly be submitted to him shall in no case be made retroactive to a date prior to the date on which such grievance shall have been first presented under Step 1 of the applicable grievance procedure.

(31) A decision or award by the arbitrator duly rendered in accordance with the law shall be final and conclusively binding upon the parties hereto and on any employee or employees affected thereby.

(32) Nothing herein shall prevent the Union and the Company from settling the matter at any time up to final decision by the arbitrator, in which event prompt notices of such settlement shall be given in writing to the arbitrator by the parties hereto.

(33) Only a single grievance, or multiple grievances involving the same issue, may be included in any demand for arbitration unless otherwise expressly agreed to in writing by the parties.

(34) Only claims or disputes involving the meaning or application of this Agreement or actions alleged to be in violation thereof shall constitute grievances which shall be subject to arbitration.

STRIKES AND LOCKOUTS

(35) The Union agrees there shall be no stoppage of work, strikes, sit-downs, slow-downs, picketing, embargoes, refusals to deliver, to handle, or ship materials and supplies, or any other suspension or cessation of work in the Company's Owsboro plant during the term of this Agreement, unless the Company shall first have refused to arbitrate when obligated to do so, or have failed to abide by the terms of an arbitrator's decision or award made pursuant to Paragraph (31) hereof, and the Company agrees that there shall be no lockout, unless the Union shall first have refused to arbitrate when obligated to do so.

(36) If any of the acts prohibited by Paragraph (35) should occur or be threatened, the Union will promptly, upon written notice from the Company that the prohibited acts are occurring or threatened, publicly declare that such action is unauthorized and order the employee or employees engaging or participating therein, or threatening to do so, to refrain from doing so and will use all effective means at its command to secure compliance with its order, regardless of the existence of any picket line.

(37) The Company may discharge any employee or employees engaging or participating in such acts, and discharge pursuant to this provision shall not be subject to grievance proceedings, nor shall the Union question the unqualified right of the Company to make such discharges. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of the right in any other instance.

(38) The Union shall not be liable to the Company in damages for breach of contract in the event an unauthorized strike occurs and the Union shall have complied with the provisions of Paragraph (36).

(39) An issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation, may be subject to grievance proceedings and arbitration.

LEAVE OF ABSENCE

(40) Leaves of absence without pay shall be granted by the Company to employees in case of bona fide sickness or injury

requiring the employee to be absent from work. Such leave shall be for the period the employee is unable to work, provided such inability to work is certified by a duly qualified physician and further provided that the combined leaves and extensions thereof shall not exceed forty-two (42) consecutive months. Exempt Union Officials in full-time position with International (for seniority purposes only).

(41) A leave of absence without pay for unusual circumstances may be granted an employee if justified and if approved by the Company. Ninety (90) days shall be the maximum period of time for which such leave of absence is granted. If an extension is desired, evidence satisfactory to the Company must be submitted before the ninety (90) day period expires.

(42) For the purpose of enabling them to transact Union business requiring their absence, the Company will grant leaves of absence without pay to employees selected by Local Lodge 726, to represent it in the transaction of such Union business provided:

- (a) The Company is given at least three (3) working days notice in writing of the desired leave of absence;
- (b) That no more than five (5) employees will be granted such leave at the same time; and
- (c) That no more than one (1) employee from any one job classification or five (5) employees from any one seniority group will be granted such leave at the same time. However, should the Company be able to schedule

plant operations in a satisfactory manner and allow a higher number of employees from any one job classification to be off, they will make a reasonable effort to do so. Union leave takes preference.

If the reason for such leave of absence is to negotiate a future Agreement, the limitation in sub-paragraph (a) shall be one (1) working day instead of three (3) working days.

If the reason for such leave of absence is to participate in a one-day or two-day training program sponsored by the International Brotherhood for training Stewards, the limitation in sub-paragraph (b) and (c) above shall not apply.

(43) The Company reserves the right to refuse to extend such a leave of absence beyond one (1) month or to grant more than two (2) such leaves of absence to one (1) employee in any period of twelve (12) consecutive months if such leave of absence would significantly hamper plant operations. The Union agrees that it will not abuse, nor allow any of its members to abuse, the provisions concerning such leaves of absence.

(44) Request for any leave of absence shall be in writing and shall specify the reasons therefor, except that no written request is required in the case of an absence caused by bona fide sickness or injury. Leave of absence or extensions will be granted only in writing by the Company. A copy of all written leave of absence requests and approvals will be forwarded by the Company to the Secretary-Treasurer of the Union.

FUNERAL LEAVE

(45) If an employee, other than a probationary employee, is absent on a day he otherwise would have worked and such absence is caused by a death in his immediate family, he shall be granted up to three (3) working days off, ending with the day after the funeral and on condition that he attends the funeral. The employee shall be entitled to receive eight (8) times his straight time hourly rate of pay for each such day of funeral leave. For the purpose of this paragraph, immediate family shall include only the employee's spouse, child, stepchild, father or mother, brother or sister, father-in-law or mother-in-law, grandparents and grandchildren. Also, one (1) paid working day shall be granted in the event of the death of a son-in-law and daughter-in-law, to be taken on the day of the funeral. The employee shall be entitled to receive eight (8) hours straight time hourly rate of pay for the one day.

When funeral leave and vacation days fall on the same day or days, funeral leave will supersede vacation leave. The vacation days will be rescheduled at a mutually agreed time.

SENIORITY

(46) The word "seniority" means the length of continuous service in the Plant since the date of most recent hiring.

(47) Employees will be divided into the following separate seniority groups:

ATTACHMENT A

JOB CLASSIFICATION DETAILS

JOB CLASSIFICATIONS FOR THE DARAMIC AUTOMOTIVE & INDUSTRIAL DARAMIC/BATTERY SEPARATOR SENIORITY GROUPS ARE AS FOLLOWS:

DARAMIC AUTOMOTIVE PLANT INDUSTRIAL DARAMIC/BATTERY SEPARATOR PLANT

Extractor 3 Operator
Extractor 2 Operator
Extruder Operator 2
Silt/Rewind Operator
Extractor 3 Helper
Extractor 2 Helper
Silt/Rewind Inspector
Bulk Handler
Silt/Rewind Inspector Helper
Re-Inspect Operator
DMH
Silt/Rewind Helper
GMH

Extractor 1 Operator
Impregnating Line Operator
Conditioning Line Operator
Extruder Operator 1
Finishing Line Operator
Pelletizer Operator
Finishing Line Inspector
Extractor 1 Helper
Mixer - Daramic
Impregnating Line Helper
Quality Audit Daramic
Conditioning Line Helper
Round Cell Operator
DMH
Utility B
GMH
Re-Inspect Finish
Operator (E-Rate)
Daramic Inventory Clerk

(48) When a probationary production employee has completed fifty-five (55) calendar days or a probationary maintenance employee or a probationary control laboratory technician has completed fifty-five (55) calendar days with the Company since the date of his most recent hiring (or) twenty (20) days if covered by Paragraph (7), his name shall be placed on the seniority list and his seniority shall be computed from the date of his most recent hiring (which date shall then become his "seniority date").

(a) Production employees in the Industrial Daramic and Battery Separator Plant, plus all employees assigned as General Manufacturing Helpers;

(b) Production employees in the Shipping & Receiving Department, plus all employees assigned as General Manufacturing Helpers;

(c) Production employees in the Paper Plant, plus all employees assigned as General Manufacturing Helpers;

(d) Production employees in the Daramic Automotive Plant, plus all employees assigned as General Manufacturing Helpers;

(e) Maintenance Department;

(f) Control laboratory technicians.

(49) Layoff of production employees will be made by laying off the least senior production employees in the plant, providing the remaining employees can do the required work after a reasonable period of training and further provided the layoff is expected to last more than one (1) week.

Layoffs expected to last one (1) week or less will be effected by laying off the least senior employees assigned to the seniority group concerned, excluding GMH's assigned elsewhere in the plant, and retaining the more senior man if he is able to do a same or lower rated job within the seniority group without training. If a one week layoff or less accumulates up to ten (10) days per calendar year for a seniority group, any additional layoffs for that seniority group within that calendar year will be made as if the layoff is expected to last more than one (1) week.

When equipment cannot be operated for reasons beyond the Company's control, it is recognized that departments may shut down for up to twenty-four (24) hours without it being considered a layoff. This is not to exceed two (2) times per year. Any amount of hours up to twenty-four (24) hours counts as one (1) of the two (2) times.

Layoff of Maintenance employees or Control Laboratory Technicians will be made by laying off the least senior employee in the Maintenance Department or Control Laboratory, providing the remaining employees can do the required work after a reasonable period of training. If a one (1) week layoff or less accumulates up to ten (10) days per calendar year for a seniority

group, any additional layoffs for that seniority group within that calendar year will be made as if the layoff is expected to last more than one (1) week. Those effected employees may, on the basis of prior production seniority, displace the least senior production employee then permanently assigned to a job in Rate Classification B or displace the least senior production employee then permanently assigned to a job in Rate Classification A.

Recalls will be made by recalling first the most senior production employee then on layoff, in the case of production openings, or senior Maintenance Department employees then displaced, in the case of maintenance openings, or the most senior control laboratory technician then displaced, in the case of control laboratory technician openings, provided that the employees in the plant can do the required work after a reasonable period of training.

No later than the first day that recalled employees return to work, the Company shall give the Union a written list containing the names of all employees recalled.

(50) The Company will either give four (4) working days notice in writing to employees who are to be laid off or will give pay in lieu of such notice. This requirement will be waived if the Company notifies the Union that causes beyond its control prevent notice or if the Company notifies the Union that a one (1) or two (2) day layoff is necessary in a seniority group.

The Company will be obligated to give three (3) working days notice in those cases where the layoff is required in order to recall more senior employees as outlined in Paragraph (49).

(51) An employee shall lose his seniority and re-employment rights only under the following conditions:

(a) He quits his employment:

(1) If an employee fails to report to work on five (5) successive working days, unless prevented by sickness or some other justifiable cause, he shall be considered to have quit his employment.

(b) He is discharged for proper cause;

(c) He fails to report for work within three (3) working days of the date of notification of recall, delivered by telegram, registered mail, or certified mail to his last address of record with the Company unless prevented by sickness or some other justifiable cause, in which case he must request a leave of absence, during said three (3) working days. In case the employee is working elsewhere at the time of recall, the employee may give notice to the Company within said three (3) working days of his intention to return to work, and must return within five (5) working days thereafter;

(d) He has not worked for the Company by reason of sickness or layoff for the period of forty-two (42) consecutive months or the length of his seniority as of his last day of work, whichever period is shorter.

Exempt Union Officials in full-time position with International (for seniority purposes only).

(e) He fails to return to work upon expiration of a leave of absence.

(f) He transfers from a position within the Bargaining Unit to a position outside the Bargaining Unit.

(52) Relative seniority among employees with the same seniority date shall be determined by drawing lots. The results of such drawing shall be final and shall be indicated on the seniority list.

(53) The President of the Local, Vice-President, the Financial Secretary and Treasurer, and the Negotiating Committee shall have top seniority with the Bargaining Unit with respect to layoff and recall during the term of their service and shall revert to their normal place of seniority when they shall cease serving in such capacity. The President of the Local shall be assigned to an existing day-shift job at his regular rate. He will be able to advance in rate according to the terms of this Agreement. At the end of his term as Union President, he will revert to his regularly assigned position.

(54) The Company will post on all bulletin boards used for posting job openings a copy of the seniority list and will bring the list up-to-date at least once each three (3) months. A copy of such revised lists will be furnished to the President and Secretary-Treasurer of the Local Union. An employee may call any error on the seniority list to the attention of the Company by filing a written objection with the Company with a copy to the

Secretary-Treasurer of the Local. The Company will correct the error when so notified, but shall have no obligation to make any retroactive adjustments because of an action taken on the basis of that error.

PROMOTIONS AND TRANSFERS

(55) When an opening is for a period of less than one (1) month, it may be filled by the Company without posting and bidding. If no qualified employee desires such transfer or promotion, the temporary vacancy will be filled by transferring or promoting the least senior qualified employee in the seniority group concerned. The Company and the Union may agree to the extension of any temporary transfer or promotion. When an opening on other than Maintenance jobs, Control Laboratory Technician jobs, or jobs in Rate Classification A is for a period of longer than one (1) month, it will be posted for bidding. The job opening will be posted for a 72 hour period not including the hours between 12:01 A.M., Saturday to 12:01 A.M., Monday. Bidders may apply in writing, in duplicate, with a copy for the Union, and will be considered in the following order:

- (a) Promotions to jobs in Rate Classification B will be based primarily on seniority provided the senior bidder is capable of performing the job satisfactorily after a reasonable period of training.
- (b) Promotions to jobs in Rate Classification C and above will be based primarily on merit and ability, but where these are equal among two (2) or more employees; the

employee having the greatest seniority shall receive the preference. The order of preference will be as follows:

- (1) Those who have been demoted from the posted job because of a cutback in operations within the past twelve (12) months and have not since declined to return to the job that is posted.
- (2) Those production employees currently assigned to other rated jobs in the plant. A production employee may not voluntarily bid down to a lower rated job more than one time in any six (6) month period.

The Company will post its selection from among the bidders within three (3) working days after the close of the period allowed for bidding. If the successful bidder is not the bidder with the greatest seniority, the Company will inform the Union Official or Steward concerned of the primary reasons for its selection before posting that selection in the plant. If there are no bidders who would be able to do the posted job satisfactorily after the normal training period, the Company may appoint to the opening any probationary employees or any other employee for whom the job represents no reduction in Rate Classification, or may fill the job by hiring directly from the outside.

(56) Demotion from a job in Rate Classification C through J will be made by demoting the least senior employee in the same seniority group and rate classification to the next lower rate classification in the same seniority group. In any demotion, the

least senior employee in any rate classification higher than Classification A shall be displaced and the more senior employee demoted from a higher rate classification shall be assigned to the job vacated by the least senior employee. If the demoted employee refuses placement in accordance with the foregoing provisions of this paragraph, that employee shall be demoted to Rate Classification A and shall displace the least senior A rated employee plant wide provided that the demoted man has more seniority than the employee being displaced. An employee being demoted from Rate Classification C will be permitted to displace a less senior employee working on a job in the same rate classification in another seniority group if the more senior employee has been assigned to that job for at least three (3) of the last twelve (12) months. Demotions from Rate Classification B will be made by allowing the B rated employee in the department where the cutback occurs either to displace the least senior A rated employee in the same department or to displace the least senior production employee then permanently assigned to Rate Classification B provided that the demoted man has more seniority than the employee being displaced.

(57) Employees who are assigned to Rate Classification A and who desire to be transferred to another department must file a request to be transferred with the Company, a copy of which will be given to the Union.

When a vacancy in Rate Classification A occurs in any department the Company will make its selection by placing on the job the most senior GMH who has filed a request to be transferred.

Once an employee has been moved to his preferred department as a result of the GMH transfer provision, he may not request another transfer to another department until he has accumulated six (6) months of work in that department.

A GMH who is laid off from his regular department or bumped out of it during a cutback will be returned to that department upon re-staffing unless a GMH senior to him has a written request in the files.

HOURS OF WORK

(58) For the purpose of computing overtime and premium pay, the work day shall begin at 12:01 A.M., and the work week shall begin at 12:01 A.M. Monday.

(59) It is the sole right of the Company to determine when overtime shall be worked. The Company will divide overtime as equitably as practicable within a calendar year and within each job in each Department in accordance with the signed and posted departmental overtime policy. If overtime problems arise not covered by the policies, the Company and the Union agree to attempt to resolve the problems on an equitable basis. The Company will keep a record of overtime worked by each employee throughout the year. The record will be available for inspection by any employee in the Department concerned, at his request.

Secretary-Treasurer of the Local. The Company will correct the error when so notified, but shall have no obligation to make any retroactive adjustments because of an action taken on the basis of that error.

PROMOTIONS AND TRANSFERS

(55) When an opening is for a period of less than one (1) month, it may be filled by the Company without posting and bidding. If no qualified employee desires such transfer or promotion, the temporary vacancy will be filled by transferring or promoting the least senior qualified employee in the seniority group concerned. The Company and the Union may agree to the extension of any temporary transfer or promotion. When an opening on other than Maintenance jobs, Control Laboratory Technician jobs, or jobs in Rate Classification A is for a period of longer than one (1) month, it will be posted for bidding. The job opening will be posted for a 72 hour period not including the hours between 12:01 A.M., Saturday to 12:01 A.M., Monday. Bidders may apply in writing, in duplicate, with a copy for the Union, and will be considered in the following order:

- (a) Promotions to jobs in Rate Classification B will be based primarily on seniority provided the senior bidder is capable of performing the job satisfactorily after a reasonable period of training.
- (b) Promotions to jobs in Rate Classification C and above will be based primarily on merit and ability, but where these are equal among two (2) or more employees; the

employee having the greatest seniority shall receive the preference. The order of preference will be as follows:

- (1) Those who have been demoted from the posted job because of a cutback in operations within the past twelve (12) months and have not since declined to return to the job that is posted.
- (2) Those production employees currently assigned to other rated jobs in the plant. A production employee may not voluntarily bid down to a lower rated job more than one time in any six (6) month period.

The Company will post its selection from among the bidders within three (3) working days after the close of the period allowed for bidding. If the successful bidder is not the bidder with the greatest seniority, the Company will inform the Union Official or Steward concerned of the primary reasons for its selection before posting that selection in the plant. If there are no bidders who would be able to do the posted job satisfactorily after the normal training period, the Company may appoint to the opening any probationary employees or any other employee for whom the job represents no reduction in Rate Classification, or may fill the job by hiring directly from the outside.

(56) Demotion from a job in Rate Classification C through J will be made by demoting the least senior employee in the same seniority group and rate classification to the next lower rate classification in the same seniority group. In any demotion, the

least senior employee in any rate classification higher than Classification A shall be displaced and the more senior employee demoted from a higher rate classification shall be assigned to the job vacated by the least senior employee. If the demoted employee refuses placement in accordance with the foregoing provisions of this paragraph, that employee shall be demoted to Rate Classification A and shall displace the least senior A rated employee plant wide provided that the demoted man has more seniority than the employee being displaced. An employee being demoted from Rate Classification C will be permitted to displace a less senior employee working on a job in the same rate classification in another seniority group; if the more senior employee has been assigned to that job for at least three (3) of the last twelve (12) months. Demotions from Rate Classification B will be made by allowing the B rated employee in the department where the cutback occurs either to displace the least senior A rated employee in the same department or to displace the least senior production employee then permanently assigned to Rate Classification B provided that the demoted man has more seniority than the employee being displaced.

(57) Employees who are assigned to Rate Classification A and who desire to be transferred to another department must file a request to be transferred with the Company, a copy of which will be given to the Union.

When a vacancy in Rate Classification A occurs in any department the Company will make its selection by placing on the job the most senior GMH who has filed a request to be transferred.

Once an employee has been moved to his preferred department as a result of the GMH transfer provision, he may not request another transfer to another department until he has accumulated six (6) months of work in that department.

A GMH who is laid off from his regular department or bumped out of it during a cutback will be returned to that department upon re-staffing unless a GMH senior to him has a written request in the file.

HOURS OF WORK

(58) For the purpose of computing overtime and premium pay, the work day shall begin at 12:01 A.M., and the work week shall begin at 12:01 A.M. Monday.

(59) It is the sole right of the Company to determine when overtime shall be worked. The Company will divide overtime as equitably as practicable within a calendar year and within each job in each Department in accordance with the signed and posted departmental overtime policy. If overtime problems arise not covered by the policies, the Company and the Union agree to attempt to resolve the problems on an equitable basis. The Company will keep a record of overtime worked by each employee throughout the year. The record will be available for inspection by any employee in the Department concerned, at his request.

If overtime is offered to an employee who prefers not to work it, his overtime record will be charged for the equivalent number of hours whether or not he is excused from working it.

(60) When overtime is to be scheduled on Saturday, Sunday or on a holiday, the scheduled overtime hours will be posted (or the employees concerned will be advised) before 3:00 p.m. Thursday the second day prior to the start of the scheduled overtime. It is recognized that circumstances will arise from time to time when overtime cannot be foreseen forty (40) hours in advance. In such cases, the employees concerned will be advised of such overtime as soon as the need for it becomes known.

(61) The provisions of this Section shall not be construed as a guarantee by the Company of hours of work to be provided per day or per week.

(62) It is recognized that because of the nature of the Company's business, changes in production requirements may bring about an increase or decrease in the number of shifts on any operation or may require continuous operations or rotating shift assignments. Except on continuous four-shift operations, rotating shifts will be scheduled so that rotation occurs each week, unless otherwise agreed to by the Company and the Union.

(63) Employees may trade shifts with other employees assigned to the same job and seniority group, provided that no overtime results and that the Foremen concerned have approved

the transfer in advance. Such shift trades will be approved unless the trade would significantly hamper Plant operations and with the understanding that not more than one such trade needs to be approved for any one employee in any one-week period. It is understood that the intent of this paragraph is not to permit extended or permanent shift trades by employees unless approved in advance by the Foreman.

OVERTIME, PREMIUM & REPORTING PAY

(64) An employee shall be paid one and one-half (1-1/2) times the straight time rate for the job for all hours worked by him in excess of eight (8) hours in any work day or in any period of sixteen (16) consecutive hours, or in excess of forty (40) hours in any work week, whichever computation is the greater.

(65) Work performed during the twenty-four (24) hour period on Saturday shall be paid for at one and one-half (1-1/2) times the straight time rate for the job, except where the work is performed by employees who are scheduled on a continuous four-shift basis.

(66) Work performed during the twenty-four (24) hour period on Sunday shall be paid for at two (2) times the straight time rate for the job, except where the work is performed by employees who are scheduled on a continuous four-shift basis.

(67) An employee shall be paid two and one-half (2-1/2) times the straight time rate for the job for work done by an

employee on any holiday set forth in Paragraph (76), or on the day that holiday is celebrated in the Plant.

(68) Except where failure to provide work is due to an Act of God or a condition beyond the reasonable control of the Company, an employee who on prompt arrival when called or scheduled to report for work is not put to work, or is put to work for less than four (4) hours, shall be paid at least the equivalent four (4) hours' pay at his then current straight time hourly rate. An employee who is not notified at least four (4) hours before his scheduled starting time not to report for work is deemed to be instructed to report. No payment shall be made by the Company for time not actually worked if the employee leaves the Plant at his own request after finishing the work assigned to him.

(69) Employees who are asked to report for work at a time earlier than the beginning of the shift for which they are scheduled for that day and who continue working into the scheduled shift, shall be paid time and one-half (1-1/2) (or other applicable premium, if higher) for all such hours worked in advance of the scheduled shift. When an employee is required to change shifts for production reasons or reasons beyond the Company's control with less than 40 hours notice, said employee shall be paid time and one-half (1-1/2) for the first eight hours of such shift schedule change.

The provisions of Paragraph (64) shall not apply to hours of work covered by this Paragraph.

(70) The foregoing provisions of Paragraph (64) are not to be pyramided and therefore where two or more of these provisions apply to the same hours of work, which provides the greatest pay for those hours shall be the basis for payment, with the exclusion of all other applicable provisions.

CONTINUOUS FOUR-SHIFT OPERATIONS

(71) When operations are scheduled by the Company on a continuous four-shift basis, the schedule shall be that shown in Exhibit C, unless another schedule is mutually agreed to by the Company and the Union. In any department which has no four-shift operations currently scheduled, the Company will give twenty-one (21) calendar days notice in advance of the initial scheduling of such operations. In any department having no three-shift operations, the Company will give twenty-one (21) calendar days notice in advance of the initial scheduling of such operations. These notices are not to run concurrently in the same department.

(72) Employees working on operations scheduled on a continuous four-shift basis will be paid a premium of fifty (50) cents an hour for all work performed on such operations. This amount shall be included in the computation of other premium pay only to the extent required by law. Employees working on operations scheduled on a continuous four-shift basis will be paid one and one-half (1-1/2) times the straight time rate for the job for all work performed on the sixth scheduled day on the applicable four-shift schedule.

(73) Employees working on operations scheduled on a continuous four-shift basis will be paid one and one-half (1-1/2) times the straight time rate for the job for all work performed on a day shown on the applicable four-shift schedule as a scheduled day off for employees on the shift to which such employee is then regularly assigned.

(74) Employees working on operations scheduled on a continuous four-shift basis will be paid two (2) times the straight time rate for the job for all work performed on the seventh consecutive day of work within the regularly scheduled work week.

(75) The foregoing provisions of Paragraph (64) through (69) and Paragraph (72), (73) and (74) are not to be pyramided and therefore, where two (2) or more of those provisions apply to the same hours of work, that provision which provides the greatest pay for those hours shall apply to the exclusion of all other applicable provisions.

HOLIDAYS

(76) There shall be eleven (11) paid holidays which shall be the days on which the following days are legally observed:

New Year's Day
Good Friday (Easter for four-shift employees)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
New Year's Eve

An employee eligible for holiday pay as hereinafter provided shall receive eight (8) hours' pay at his current straight time rate. If an employee is required to work any part of his shift on any of the foregoing paid holidays, he will be paid for that holiday at two and one-half (2-1/2) times the straight time rate for the job (plus applicable shift premium) for all hours worked, as provided in Paragraph (67), and at the straight time rate for the job for the balance of his scheduled shift, if any.

(77) It is the policy of the Company not to operate the Plant on the above named holidays unless there are circumstances requiring installation or repair of equipment or it is necessary to conform with a customer requirement of major importance.

(78) For three-shift operations a holiday which falls on a Sunday will be celebrated on the succeeding scheduled working day and a holiday which falls on a Saturday will be celebrated on the preceding scheduled working day. Four-shift operations will celebrate holidays on the days on which they fall. The Company and the Union can mutually agree to float any of the above holidays provided agreement is reached at least one (1) month in advance of the holiday.

(79) Paid holidays not worked shall be considered eight (8) hours of time worked for the purpose of computing the number of hours worked during the work week.

(80) To be entitled to pay for a holiday not worked an employee must:

- (a) be an employee on the date immediately before the date on which such holiday is celebrated; and
- (b) have worked a full shift on his last scheduled work day before, and a full shift on his first scheduled work day after the date on which such holiday is celebrated. This requirement shall be inapplicable to an employee who was absent on both days because of an industrial accident occurring in the Plant, or who was unable to work one or both of these days because of a justifiable reason or because of illness, provided that in the case of illness he furnishes the Company upon request, a written doctor's certificate acceptable to the Company to the effect that he was unable to work on that day because of illness, and further provided the employee had earnings within the week the holiday was celebrated; and
- (c) not be on layoff or leave of absence; and
- (d) not have failed to report for work on that holiday when he was scheduled in advance to work.

The Company's Holiday Exception Committee, consisting of the Department Managers, will review all holiday pay denials and where justifiable cause prevents an employee from working a full shift before or after the holiday, full holiday pay may be granted if the employee has given proper notification to the Company.

(81) When one of the above holidays is celebrated on a date which falls within an employee's approved vacation period, he shall at his option, be given pay for that holiday or an extra day of paid vacation at a mutually agreed time.

VACATIONS

(82) Employees who have or will have completed during a given calendar year (commencing on January 1 of each year) the amounts of seniority below shall be entitled to receive vacation benefits in that year in accordance with the following schedule:

- (a) Five (5) working days vacation to be taken between June 1 and December 31 if the employee has or will have completed one (1) or more but less than two (2) full years of seniority within the current calendar year.
- (b) Seven (7) working days vacation if the employee has or will have completed at least two (2) but less than three (3) years of seniority within the current calendar year.
- (c) Ten (10) working days vacation if the employee has or will have completed at least three (3) but less than six (6) years of seniority within the current calendar year.
- (d) Eleven (11) working days vacation if the employee has or will have completed at least six (6) but less than seven (7) years of seniority within the current calendar year.
- (e) Twelve (12) working days vacation if the employee has or will have completed at least seven (7) but less than eight (8) years of seniority within the current calendar year.

- (f) Thirteen (13) working days vacation if the employee has or will have completed at least eight (8) but less than nine (9) years of seniority within the current calendar year.
- (g) Fourteen (14) working days vacation if the employee has or will have completed at least nine (9) but less than ten (10) years of seniority within the current calendar year.
- (h) Fifteen (15) working days vacation if the employee has or will have completed at least ten (10) but less than eleven (11) years of seniority within the current calendar year.
- (i) Sixteen (16) working days vacation if the employee has or will have completed at least eleven (11) but less than twelve (12) years of seniority within the current calendar year.
- (j) Seventeen (17) working days vacation if the employee has or will have completed at least twelve (12) but less than thirteen (13) years of seniority within the current calendar year.
- (k) Eighteen (18) working days vacation if the employee has or will have completed at least thirteen (13) but less than fourteen (14) years of seniority within the current calendar year.
- (l) Nineteen (19) working days vacation if the employee has or will have completed at least fourteen (14) but less than fifteen (15) years of seniority within the current calendar year.
- (m) Twenty (20) working days vacation if the employee has or will have completed at least fifteen (15) but less than sixteen (16) years of seniority within the current calendar year.

- (n) Twenty-one (21) working days vacation if the employee has or will have completed at least sixteen (16) but less than seventeen (17) years of seniority within the current calendar year.
- (o) Twenty-two (22) working days vacation if the employee has or will have completed at least seventeen (17) but less than eighteen (18) years of seniority within the current calendar year.
- (p) Twenty-three (23) working days vacation if the employee has or will have completed at least eighteen (18) but less than nineteen (19) years of seniority within the current calendar year.
- (q) Twenty-four (24) working days vacation if the employee has or will have completed at least nineteen (19) but less than twenty (20) years of seniority within the current calendar year.
- (r) Twenty-five (25) working days vacation if the employee has or will have completed at least twenty (20) but less than twenty-one (21) years of seniority within the current calendar year.

Vacation pay will be computed at a rate of 9.0 hours pay for each eight (8) hours of vacation.

The above hours of pay are subject to a deduction of one-twelfth (1/12) of the total sum for each period of thirty (30) consecutive calendar days not worked during the prior calendar year and are paid at the employee's current permanent straight

time rate. Those employees who have or will have completed one year of seniority (82(a)) will be subject to one-twelfth (1/12) pay deduction for each period of thirty (30) consecutive calendar days not worked between June 1 of the prior year and May 31 of the current year (see Paragraph 92 for exceptions).

An employee's current straight time rate will include the four-shift premium if the employee has worked at least six (6) months on four-shift operations during the twelve (12) months prior to his vacation.

(83) A period of temporary shutdown may be designated by the Company as a vacation period. The Company shall give notice of the dates of any such vacation shutdown at least sixty (60) calendar days in advance of the first day of such shutdown, which day shall be no earlier than June 15, nor later than August 15 in any year.

The Company may designate a three (3) week period during which time only one Maintenance Department employee will normally be allowed to take vacation.

(84) The Company reserves the right to grant employees vacation at a mutually agreed upon time other than the time of the vacation shutdown in order to meet production requirements. In such cases, should more employees wish to schedule their vacation for a particular period than production requirements permit, the vacation schedule shall give preference to those employees with the greatest seniority, provided the choice of vacation period was expressed to Management at least sixty (60) calendar days in advance of their desired vacation.

(85) An employee will be scheduled or called in for overtime work on a weekend or holiday immediately preceding and/or following his scheduled vacation only if he is willing to perform such work or if the work is of such importance that it cannot reasonably be delayed and the employee's presence is required to perform it.

(86) An employee entitled to vacation pay who resigns after having given the Company at least five (5) working days notice of resignation and before receiving his vacation, is entitled to vacation pay in accordance with Paragraph (82) above.

(87) An employee entitled to vacation pay who retires after having given the Company at least five (5) working days' notice of retirement and before receiving his vacation pay in that year is entitled to vacation pay according to Paragraph (82). Such vacation payment will be made to him at the time of retirement.

(88) An employee who is laid off between January 1 and the beginning of the vacation shutdown who has not been recalled before the beginning of that shutdown shall, on the latter date, receive any vacation pay to which he is entitled in accordance with Paragraph (82) above.

An employee who is laid off after the vacation shutdown, but before taking the full vacation to which he is entitled in accordance with Paragraph (82) above, shall receive any remaining vacation pay to which he is entitled at the time he is laid off.

(89) An employee who is discharged is entitled to vacation pay.

(90) Vacations are not cumulative from year to year.

(91) Employees shall take time off for vacation, in accordance with Paragraph (82). They will receive their vacation pay on the last working day before their vacation. Those employees eligible under Paragraph 82 of this Agreement for more than twenty (20) vacation days may elect not to take any or all of the vacation days in excess of twenty (20). For all such vacation days entitled to but not taken, the employee shall receive vacation pay at a rate of nine (9) hours' pay for each day. Such vacation payment will be made to the employee following the end of each calendar year.

(92) If an employee has been absent for more than thirty (30) consecutive days because of an industrial accident or qualifies for Sickness & Accident, any vacation pay to which he may be entitled under Paragraph (82) shall be computed as if he had worked on the job to which he is permanently assigned for the period of that absence or for six (6) months, whichever period is shorter.

WAGES

(93) Hourly straight time rates and rate classification of employees covered by this Agreement are attached hereto as Exhibit A and are a part of this Agreement.

(94) Employees will receive twenty (20) cents an hour in addition to their straight time rate for all work performed on the evening shift, and for additional hours worked directly before or directly after that shift.

(95) Employees will receive twenty-five (25) cents an hour in addition to their straight time rate for all work performed on the night shift, and for additional hours worked directly before or directly after that shift.

(96) The rate of pay for new or changed jobs within the bargaining unit shall be established by the Company. If requested by the Union, the Company will review with designated Union officials the application to the new or changed job in question of any job evaluation program which the Company has used to assist in making its rate determination. The Union may challenge a rate for new or changed jobs through the grievance procedure, starting at Step 3, as described in Paragraph (22), and arbitration at any time within thirty (30) calendar days after the rate becomes effective. If any change in the rate results, the change will be retroactive to the date the rate for the new or changed job was put into effect by the Company or the date the Union brought the grievance, whichever date is earlier.

(97) The straight time rate of pay for probationary employees will be five (5) cents per hour less than the rates shown in Exhibit A.

(98) An employee who is assigned temporarily by his Foreman to perform a job in a higher rate classification than the job to which he is permanently assigned shall be paid the higher rate for the period of his temporary assignment, provided that the total period of such assignment during one (1) shift is in excess of one (1) hour.

(99) An employee who is assigned temporarily by his Foreman to perform a job in a lower rate classification than the job to which he is permanently assigned shall continue to be paid at the rate of the job to which he is permanently assigned during the period of such temporary assignment. The employee permanently reassigned to a lower rated job shall continue to draw his regular classification pay until he assumes the duties of his new job.

(100) An employee who, while at work, receives an injury that makes it necessary for him to leave the plant for the rest of the shift on which the injury occurred will be paid at his regular rate to the end of that shift. Any employee who requires follow-up medical attention for a work-related injury or illness will be paid for actual time lost from his regular scheduled shift in the treatment process. This applies only to those employees actually at work at the time of treatment. For the purpose of this paragraph "injury" includes illness which is known to result from the work the employee is doing.

RETIREMENT PLAN

(101) The Retirement Plan of W. R. Grace & Co.-Conn., Chemical Group (Owensboro Plant) shall continue in full force and effect during the term of the Agreement.

To comply with the Age Discrimination in Employment Act, as revised in 1986, there is no mandatory retirement, and an employee may elect to work beyond age sixty-five (65); however, no pension benefits will commence until the employee actually retires. The early reduction factor for benefits will be four (4) percent per year from age fifty-five (55) to age sixty-two (62). An employee who elects to continue working after age sixty-two (62) will continue to accrue credited service.

The Basic Retirement Benefit of a participant shall consist of a monthly amount equal to \$24.00 effective May 1, 1993, equal to \$24.50 effective April 1, 1994, and equal to \$26.00 effective April 1, 1995, multiplied by years (and monthly fractions thereof measured in one-twelfths (1/12) of credited service) since the most recent hiring date, and excluding all employment during which an employee was eligible to make contributions under the provisions of the plan in effect on March 31, 1971, but failed to do so. Any waiting period (up to 3 years) an employee served before being eligible to participate in the Retirement Plan is counted as credited service. An employee is eligible to participate in the Pension Plan as of the first of the month following his/her date of hire. Participants are fully vested upon the completion of five (5) consecutive years of service, effective April 2, 1990.

The Company shall bear the entire cost of the plan from April 1, 1971. Contributions made by employees prior to April 1, 1971 shall remain in the plan until the employee's service with the Company is terminated by death, retirement, resignation or severance.

JURY DUTY

(102) Any employee other than a probationary employee, who is called for jury duty and who is absent for that reason on a day he has been scheduled to work, shall be paid the difference, if any, between the amount received by the employee for each such day of jury duty and the amount equal to eight (8) times such employee's straight time rate. To be eligible for such payments, the employee must fulfill the following requirements:

- (a) Notify his Foreman on the first working day after receipt of notice to report for jury duty.
- (b) Furnish a written statement from the appropriate public official showing the dates and time he served as a juror and all payments received by him for such service.
- (c) Report for work as soon as possible on any regular working day when he has been excused in advance from jury duty or when he has been excused within two (2) hours after reporting for jury duty.

It is understood that any earnings of an employee for straight-time hours which he works on a day when he has been excused from jury duty are credited toward any payment that may be due under this paragraph.

Payments due under this paragraph shall be paid no later than the regular pay day for the week in which the jury duty was served, provided the employee has submitted the written statement described in (b) above on or before the Tuesday preceding that pay day; otherwise, no later than the regular pay day next following submission of such statement.

If an employee is at least forty (40) years of age with ten (10) years of credited service and in the event of permanent and total disability occurring on or after December 1, 1978, the pension plan will provide monthly disability income benefits of \$24.00 effective May 1, 1993, for each year of credited service payable from the end of the six (6) month of disability for life. Credited disability service as used in this paragraph shall include all credited service up to the date of disability, as defined above, plus those years and fractions thereof measured in one-twelfths (1/12) measured from the date of disability until the first of the month following the disabled employee's sixty-fifth (65) birthday. Effective April 1, 1994, the disability benefit shall be increased from \$24.00 to \$24.50 per month per year of credited service to the date of retirement, and from \$24.50 to \$25.00 effective April 1, 1995.

The Retirement Plan will provide, at the participant's age 55, an automatic Pre-Retirement Spouse's Benefit, with a monthly benefit equal to 50% of the retirement benefit the participant would have received, and no penalty for revocation of the option before retirement.

Any employee retiring during the term of this agreement shall receive a \$4,000.00 life insurance benefit. Effective July 1, 1993, pursuant to the new Contributory Medical Plan (CMP), this benefit will be increased to \$5,000 for the term of the Agreement. This new benefit level will also apply to otherwise eligible employees who are not enrolled in the CMP.

If the lump sum value of retirement amount is less than \$3,500.00, it will be cashed out to the employee upon termination of employment, death or retirement.

GENERAL CONDITIONS

(103) If it is considered necessary by the Company, representatives of management outside the bargaining unit may do work normally included in any job within the bargaining unit under the following conditions:

- (a) In instances when employees are not immediately available and prompt action is necessary to prevent or minimize hazardous conditions or to handle serious emergencies requiring immediate action,
- (b) In the instruction or training of persons employed by the Company, or
- (c) When experimental, development or research work is needed.

It is understood that such work shall not be the cause of displacing employees from their regularly assigned jobs or adversely affecting their employment status with the Company.

(104) Employees will be paid on Thursday (after 3:00 P.M.) for all hours of work performed during the preceding work week. If a regular pay day falls on a Thursday which is observed as a holiday in the Plant, the last scheduled working day (after 3:00 P.M.) shall be the pay day in that week. In case of a person discharged, payment of any earnings due at the time of discharge shall be given or mailed to the employee before the end of the next regularly scheduled working day.

(105) The Company will make available to the Union printed copies of this Agreement in sufficient quantity to provide a copy to each employee within the bargaining unit.

EMPLOYMENT CONTRACTS

(106) The Union acknowledges the right of the Company to require from each employee an Employment Contract which safeguards the property, formulas, and trade secrets of the Company, but which does not limit the employee's rights to collective bargaining. Existing Employment Contracts are unaffected by this Agreement, and shall, unless changed by mutual consent, continue in accordance with their terms. If there is at any time any conflict between any provisions of this Agreement and the provision of Employment Contracts, the provision of this Agreement shall govern.

SAFETY AND HEALTH

(107) The Company will continue to maintain safe and clean working conditions and facilities, as required by applicable State or Federal Laws or Regulations. The Union recognizes the desirability of maintaining such conditions and facilities at all times and agrees to cooperate with the Company in that respect.

There is a \$70 allowance towards the purchase of safety shoes per year per employee upon proof of purchase.

Current employees will be subject to a program of periodic physical examinations and/or medical tests appropriate to monitor exposure to known or suspected health risks occurring in the work environment. Each employee will be given a copy of his/her individual test results and a review of such results by the Company's examining physician. Time spent taking such examinations and reviewing the results thereof shall be compensated at the employee's regular straight time rate plus applicable shift premium. Nothing in this policy shall be construed as obviating responsibility for compliance with Federal, State and local laws and regulations with respect to health and safety and fair employment practices, and the implementation of this policy shall be accomplished in accordance with such laws.

VOTING

(108) Only employees shall be entitled to take part in any voting conducted by the Union on matters pertaining to this Agreement or the application of its terms.

POSTING OF NOTICES

(109) The Company will allow the Union to post information regarding Union policies and affairs which do not have a detrimental effect on the operation of the Company or which would not cause the Company to be legally liable for the acts of its employees.

ACCESS TO THE PLANT

(110) Representatives of the Union not employed by the Company may visit employees in the Plant for Union business only provided they obtain permission from the Plant Manager or his designated representative prior to such visit.

MISCELLANEOUS

(111) The Company will administer a plant wide absentee control program in accordance with the signed, dated and posted Absentee Control Policy.

DURATION

(112) The provisions of this Agreement shall be effective as of 12:01 a.m. on April 5, 1993 and continue in effect until 12:01 a.m. April 1, 1996. Either party may, sixty (60) days prior to April 1, 1996, give notice of its desire to terminate or amend this Agreement. If neither party exercises this privilege, the Agreement will continue in full force and effect for another period of one (1) year from April 1, 1996.

In witness of, the parties hereto have caused this Agreement to be entered into and signed by their agents thereto duly authorized as of April 6, 1993.

For the Company:

G. E. Jensen

For Local Lodge 726:

John Clayton

Bradley Troutman

Paul Embry

Dale Warren

Don Westerfield

EXHIBIT A

A one-time payment in the amount of \$1,000.00 (less appropriate withholdings) per employee will be distributed or mailed to all employees on the seniority list as of 4/5/93. This payment will be available on or before 4/16/93.

PRODUCTION DEPARTMENTS

CLASSIFICATION	RATE	STRAIGHT TIME RATES		
		CURRENT RATE	EFFECTIVE 4/03	EFFECTIVE 4/06
A GMH Janitor		12.24	12.66	13.04
B Utility B Rewinder Helper Slit/Rewind Helper		12.45	12.87	13.26
C DMH Paper Mill Lift Truck Operator Shipping/Receiving Lift Truck Oper. Darnic Inventory Clerk Clerk Receiver Round Cell Operator		12.70	13.13	13.52
D Conditioning Line Helper Mixer - Battery Separator Re-inspect Operator Slit/Rewind Inspector Helper Quality Audit Technician Integrating Line Helper Stores Attendant		12.90	13.34	13.74
E Rewinder Operator Mixer - Darnic Bulk Handler Re-inspect Finishing Operator		13.09	13.54	13.95
F Extractor 1 Helper Stock Prep Operator		13.32	13.77	14.18

PRODUCTION DEPARTMENTS (Cont'd)

CLASSIFICATION	RATE	STRAIGHT TIME RATES	
		CURRENT RATE	EFFECTIVE RATE 4/2/90
G. Shipper/Receiver Silt/Rewind Inspector Finishing Line Inspector Extractor 2 Helper Extractor 3 Helper	13.53	13.99	14.41
H. Dryer Operator	13.73	14.20	14.63
I. Pelletizer Operator Silt/Rewind Operator Finishing Line Operators	13.95	14.42	14.85
J. Extruder Operator 1 Extruder Operator 2 Stock Line Operator Extractor 1 Operator Extractor 2 Operator Extractor 3 Operator Conditioning Line Operator Impregnating Line Operator	14.14	14.62	15.06

MAINTENANCE DEPARTMENT

CLASSIFICATION	RATE	STRAIGHT TIME RATES	
		CURRENT RATE	EFFECTIVE RATE 4/2/90
MT Maintenance Helper-Trainee 12 Months	13.10	13.55	13.96
Note:			
An employee entering the Maintenance Helper-Trainee Program will receive his current rate or MT rate, whichever is higher, for the duration of the training period.			
MG General Maintenance 9 Months	14.45	14.94	15.39
MI General Maintenance 9 Months	14.78	15.28	15.74

LABORATORY

CLASSIFICATION	RATE	STRAIGHT TIME RATES	
		CURRENT RATE	EFFECTIVE RATE 4/2/90
H Control Laboratory Technician (0-6 Months)	13.73	14.20	14.63
I Control Laboratory Technician (6-12 Months)	13.95	14.42	14.85
J Control Laboratory Technician (12 Months)	14.14	14.62	15.06

Employees on the seniority list as of 4/2/90 will receive the rates for the jobs listed above in this Exhibit A for the duration of this Agreement.

**EXHIBIT B
GROUP INSURANCE**

The following group insurance coverages are available to each eligible employee as of his/her date of hire. All these insurance coverages may cease or be modified in accordance with the terms of the Collective Bargaining Agreement and the Medical Insurance Summary Plan description.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Company is required to continue health insurance coverage (dental and medical) to employees and their dependents under circumstances which would normally exclude those individuals from coverage. COBRA continuation rights are an alternative to any Company-provided continuation coverage. If an employee elects either the Company-provided medical continuation described in the CMP booklet referenced above, or dental continuation (if such is offered), the employee gives up both dental and medical continuation coverage under COBRA.

Benefits
Effective 5/1/93 - \$16,000
Effective 4/1/94 - \$17,000
Effective 4/1/95 - \$18,000

During the term of this agreement, the maximum Accident Insurance weekly Sickness and Accident benefit is 60% of the employee's current straight-time rate.

WAGE RATE FOR NEW HIRES

CLASSIFICATION	RATE	STRAIGHT-TIME RATES	
		CURRENT RATE 4/1/94	EFFECTIVE RATE 4/5/90
A GMH Janitor	9.96	10.30	10.61
B Utility B Rewinder Helper Sit/Rewind Helper Shipper Helper	10.73	11.09	11.42
C DMH Paper Mill Lift Truck Operator Shipping/Receiving Lift Truck Oper. Dynamic Inventory Clerk Clerk Receiver Round Cell Operator	11.56	11.95	12.31
D Conditioning Line Helper Re-Inspector Operator S/R Inspector Helper Quality Audit Technician Insulating Line Helper Stores Attendant	12.31	12.73	13.11

New hires, that is those hired on or after 4/5/90 who have never worked for the Company at the Owensboro facility on or before 4/5/90, will be paid according to the new schedule for jobs included within rate classifications A, B, C, and D as indicated above.

Type of Coverage
Life Insurance

Non-Occupational Sickness

